UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

Alija Music, Anashon Kamalov, Mahmoud Al Darabsah, Monsey George, and Rofay Phillips, Plaintiffs, -v- Chauffeured Executive Transportation LLC, and Benjamin Osiashvili, Defendants.	**Civ. Action #:** **Complaint** **Date Filed:** **Jury Trial Demanded**

Plaintiffs Alija Music ("Music"), Anashon Kamalov ("Kamalov"), Mahmoud Al Darabsah ("Al Darabsah"), Monsey George ("George"), and Rofay Phillips ("Phillips"), by Abdul Hassan Law Group, PLLC, their attorneys, complaining of defendants Chauffeured Executive Transportation LLC and Benjamin Osiashvili ("Defendants"), respectfully allege as follows:

NATURE OF THE ACTION

1. Plaintiffs allege that they have been employed by defendants, individually and/or jointly, and pursuant to the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 216 (b), that they are: (i): entitled to unpaid wages from defendants for working more than forty hours in a week and not being paid an overtime rate of at least 1.5 times the regular rate for all such hours over forty in a week, and (ii) entitled to maximum liquidated damages and attorneys' fees pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. including 29 U.S.C § 216(b).

2. Plaintiffs complain, that they are: (i) entitled to unpaid overtime wages from Defendants for working more than forty hours in a week and not being paid an overtime rate of at least 1.5 times the regular rate for all such hours over forty in a week, and (ii) entitled to costs and attorney's fees, pursuant to the New York Minimum Wage Act ("NYMWA"), N.Y. Lab. Law §§ 650 et seq., ("NYLL") including NYLL § 663, and the regulation there under - 12 NYCRR § 142-2.2.

3. Plaintiffs are also entitled to recover their unpaid wages, including unpaid gratuities, and unlawful wage deductions, under Article 6 of the New York Labor Law including sections 191, 193, 196, compensation for not receiving notices and statements required by 195, under Article 6 of the New York Labor Law and is also entitled to maximum liquidated damages, including liquidated damages and/or interest on overtime wages paid later than weekly, and attorneys' fees pursuant to Section 198 of the New York Labor Law.

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1337, and supplemental jurisdiction over Plaintiffs' state law claims pursuant to 28 U.S.C. § 1367. In addition, the Court has jurisdiction over Plaintiffs' claims under the Fair Labor Standards Act pursuant to 29 U.S.C. § 216 (b).

5. Venue is proper in the Eastern District of New York pursuant to 28 U.S.C. § 1391(b) and/or 29 U.S.C. § 216 (b).

6. This Court is empowered to issue a declaratory judgment pursuant to 28 U.S.C. §§ 2201 and 2202.

THE PARTIES

7. Plaintiff Alija Music ("Music") is a resident of Kings County in the State of New York.

8. Plaintiff Anashon Kamalov ("Kamalov") is a resident of Queens County in the State of New York.

9. Plaintiff Mahmoud Al Darabsah ("Al Darabsah") is a resident of Kings County in the State of New York.

10. Plaintiff Monsey George ("George") is a resident of Nassau County in the State of New York.

11. Plaintiff Rofay Phillips ("Phillips") is a resident of Kings County in the State of New York.

12. Upon information and belief and at all times relevant herein, defendant Chauffeured Executive Transportation LLC, ("defendant" or "CET") was a for-profit limited liability company.

13. Upon information and belief and at all times relevant herein, defendant CET was organized and existing under the laws of the State of New York and duly authorized to do business in New York.

14. Upon information and belief and at all times relevant herein, the corporate defendant CET was owned/controlled/managed by defendant Benjamin Osiashvili ("Osiashvili"), who was in charge of the operations and management of Chauffeured Executive Transportation LLC.

15. Upon information and belief and at all times relevant herein, the corporate defendant CET was owned/controlled/managed by defendant Osiashvili and was his alter ego, and defendant Osiashvili also controlled the employment of plaintiffs and was responsible for hiring, firing, scheduling, controlling, managing, supervising, and record-keeping as to plaintiffs' employment, among other employment functions.

16. Upon information and belief, defendants Chauffeured Executive Transportation LLC and Benjamin Osiashvili shared a place of business within the State of New York at 117-12 Myrtle Ave, Richmond Hill, NY 11418, where plaintiffs were employed.

17. At all times relevant herein, plaintiffs were hired and fired by defendants and their employment was supervised, scheduled, controlled and managed by defendants who also tracked, recorded and paid plaintiff wages for their hours of work. During this period of employment, defendants also provided plaintiffs with vehicles and supplies to do their jobs.

18. At all times relevant herein, plaintiffs were employed individually and/or jointly by defendants.

STATEMENT OF FACTS

19. Upon information and belief, and at all times relevant herein defendants, individually and/or jointly, are in the business of providing transportation services to customers in the New York City and Tri-state area. Defendants mainly provide limousine services to its clients.

20. Upon information and belief and at all times relevant herein, Defendants, individually and/or jointly, employed approximately over 40 employees including drivers like plaintiffs.

Plaintiff Alija Music

21. Plaintiff Alija Music was employed by Defendants, individually and/or jointly, from on or about November 4, 2013 to on or about July 8, 2014.

22. At all times relevant herein, plaintiff Music was employed by Defendants as a limousine driver/ chauffeur- plaintiff Music performed the manual and physical work of driving and opening and closing doors and handling baggage throughout the workday.

23. During the period of plaintiff Music's employment with defendants, plaintiff Music worked about 60-70 hours each week for defendants and sometimes more. For Example, for the bi-weekly pay period ending July 20, 2014, plaintiff Kamalov worked 135.5 hours but was paid at his regular rate of $15 per hour for all these hours and for the bi-weekly period ending November 3, 2013, plaintiff Kamalov worked 127.3 hours and was paid at his regular rate of $15 per hour for all these hours.

24. At all times relevant herein, plaintiff Music was an hourly employee of defendants and was paid at a rate of $15 an hour.

Plaintiff Anashon Kamalov

25. Plaintiff Anashon Kamalov was employed by Defendants, individually and/or jointly, from on or about November 10, 2013 to on or about October 12, 2014.

26. At all times relevant herein, plaintiff Kamalov was employed by Defendants as a limousine driver/ chauffeur- plaintiff Kamalov performed the manual and physical work of driving and opening and closing doors and handling baggage throughout the workday.

27. During the period of plaintiff Kamalov's employment with defendants, plaintiff worked about 70-80 hours each week for defendants and sometimes more. For Example, for the bi-weekly pay period ending October 12, 2014, plaintiff Kamalov worked 177.5 hours but was paid at his regular rate of $15 per hour for all of these hours and, for the bi-weekly period ending July 20, 2013, plaintiff Kamalov worked 146.5 hours and was paid at his regular rate of $15 per hour for all of these hours.

28. At all times relevant herein, plaintiff Kamalov was an hourly employee of defendants and was paid at a rate of $15 an hour.

Plaintiff Mahmoud Al Darabsah

29. Plaintiff Mahmoud Al Darabsah was employed by Defendants, individually and/or jointly, from on or about December 1, 2013 to on or about October 4, 2014.

30. At all times relevant herein, plaintiff Al Darabsah was employed by Defendants as a limousine driver/ chauffeur- plaintiff Al Darabsah performed the manual and physical work of driving and opening and closing doors and handling baggage throughout the workday.

31. During the period of plaintiff Al Darabsah's employment with defendants, plaintiff Al Darabsah worked about 60-70 hours each week for defendants and sometimes more. For example, for the bi-weekly pay period ending July 20, 2014, plaintiff worked 149 hours but was paid at his regular rate of $13.50 per hour for all of these hours, and for the bi-weekly period ending October 12, 2014, plaintiff Al-Darabsah worked 163.25 hours and was paid at his regular rate of $13.50 per hour for each and all of these hours.

32. At all times relevant herein, plaintiff Al Darabsah was an hourly employee of defendants and was paid at a rate of $12.50-$15.50 an hour at separate times during his employment.

Plaintiff Monsey George

33. Plaintiff Monsey George was employed by Defendants, individually and/or jointly, from on or about November 24, 2013 to in or around July 2014.

34. At all times relevant herein, plaintiff George was employed by Defendants as a limousine driver/ chauffeur- plaintiff George performed the manual and physical work of driving and opening and closing doors and handling baggage throughout the workday.

35. During the period of plaintiff George's employment with defendants, plaintiff worked about 60 hours each week for defendants and sometimes more. For example, for the bi-weekly pay period ending May 11, 2014, plaintiff George worked 126.5 hours but was paid at his regular rate of $13 per hour for all of these hours, and for the bi-weekly period ending June 8, 2014, plaintiff George worked 120.25 hours and was paid at his regular rate of $13 per hour for each and all of these hours.

36. At all times relevant herein, plaintiff George was an hourly employee of defendants and was paid at a rate of $10-$15 an hour at separate times during his employment.

Plaintiff Rofay Phillips

37. Plaintiff Rofay Phillips was employed by Defendants, individually and/or jointly, from in or around September 2013 to in or around June 2014.

38. At all times relevant herein, plaintiff was employed by Defendants as a dispatcher- plaintiff Phillips performed the manual and physical work of escorting customers to defendants' limousines, lifting and transporting customers' luggage to the vehicles and opening and closing doors throughout the workday.

39. At all times relevant herein, plaintiff Phillips was an hourly employee of defendants with an hourly rate of pay of $11 an hour.

40. During the period of plaintiff's employment with defendants, plaintiff Phillips worked about 50 hours each week for defendants and sometimes more – up to seven days a week. For example, for the week ending May 11, 2014, plaintiff worked 51 hours but was only paid for 48 hours at a rate of $11 for each of these 48 hours, and for the week ending May 25, 2014, plaintiff worked about 54 hours but was only paid for 48 hours at a rate of $11 an hour by defendants for each of these 54 hours.

41. At all times relevant herein and for the time plaintiffs were employed by defendants, defendants failed and willfully failed to pay plaintiffs an overtime rate of at least 1.5 times their regular rate of pay for all hours worked in excess of forty hours in a week.

42. At all times relevant herein, defendants paid plaintiffs herein, their regular hourly rate for all hours of work including their overtime hours (over 40 hours a week).

43. A more precise statement of the hours and wages of plaintiffs will be made when plaintiffs obtain the wage, time and employment records defendants were required to keep under the FLSA (29 USC 211 and 29 CFR 516) and NYLL (NYLL 195 and 12 NYCRR 142-2.6). Accurate copies of plaintiffs' wage and time records that defendants were required to keep are incorporated herein by reference.

44. At all times relevant herein and pursuant to their wage agreement with defendants, plaintiffs Music, Kamalov, Al Darabsah and George were entitled to receive from defendants, a fifteen percent (15%) gratuity that was charged to customers - fifteen percent of the price of the fare for the ride.

45. As per their wage agreement with defendants, plaintiffs Music, Kamalov, Al Darabsah and George received the 15% gratuity for about the first two months of their employment and then defendants breached the wage agreement by failing to pay plaintiffs the 15 % gratuity for the remainder of their employment with defendants.

46. At all times relevant herein, defendants had recurring contracts with business clients such as Affinia Manhattan Hotel and The Marriott Hotel etc. Pursuant to these contracts, defendants provided recurring and ongoing transportation services to these businesses using employees like plaintiff.

47. At all times relevant herein, plaintiffs Music, Kamalov, Al Darabsah and George worked pre-arranged trips where they would be told the pick-up and drop-off locations and the names of the passengers –plaintiffs and other drivers of defendants were not allowed to pick up passengers on the street who did not first place an order through defendants' offices for a

pre-arranged trip.

48. At all relevant times herein, defendants had a policy of deducting from the wages of its drivers like plaintiffs Music, Kamalov, Al Darabsah and George, the cost of parking and traffic tickets, costs of damages and looses incurred while performing the driving assignments for defendants and such deductions were made from the wages of plaintiffs.

49. At all times relevant herein, defendants did not provide plaintiffs with the notice(s) required by NYLL 195(1).

50. At all times relevant herein, defendants did not provide plaintiffs with the statement(s) required by NYLL 195(3).

51. At all relevant times herein and for the time Plaintiffs were employed by Defendants, they worked more than forty (40) hours in a week for some or all weeks.

52. At all times relevant herein and for the time Plaintiffs were employed by Defendants, Defendants failed and willfully failed to pay Plaintiffs an overtime rate of at least 1.5 times their regular rate of pay for all hours worked in excess of forty hours in a week for each week in which such overtime was worked.

53. Upon information and belief and at all times relevant herein, defendants, individually and/or jointly, had annual revenues from their operations of more than five hundred thousand dollars.

54. All times applicable or relevant herein refers to the period that plaintiffs performed worked for defendants, individually and/or jointly.

55. Upon information and belief and at all times applicable herein, Defendants did not display the required FLSA and NYLL posters of employee wage rights as was required by the FSLA and NYLL and the regulations thereunder.

56. The relevant and applicable times will be refined as is necessary, including after discovery if necessary.

57. The "·present" or the "present time" as used in this complaint refers to the date this complaint was signed.

AS AND FOR A FIRST CAUSE OF ACTION

FAIR LABOR STANDARDS ACT - 29 U.S.C 201 et Seq.

58. Plaintiffs allege and incorporate by reference the allegations in paragraphs 1 through 57 above as if set forth fully and at length herein.

59. At all times relevant to this action, Plaintiffs were employed by defendants, individually and/or jointly, within the meaning of the FLSA - 29 U.S.C 201 et Seq.

60. Upon information and belief, and at all times relevant to this action, Plaintiffs were engaged in commerce and/or in the production of goods for commerce and/or Defendants constituted an enterprise(s) engaged in commerce within the meaning of the FLSA including 29 U.S.C. § 207(a).

61. Upon information and belief and at all times relevant herein, Defendants transacted commerce and business in excess of $500,000.00 annually or had revenues and/or expenditures in excess of $500,000.00 annually.

62. At all times relevant herein, defendants failed and willfully failed to pay plaintiffs overtime compensation at rates of at least 1.5 times their regular rate of pay for each and all hours worked in excess of forty hours in a work week, in violation of 29 U.S.C. § 207.

Relief Demanded

63. Due to Defendants' FLSA violations, Plaintiffs are entitled to recover from Defendants, their unpaid overtime compensation, maximum liquidated damages, attorney's fees, and costs of the action, pursuant to 29 U.S.C. § 216(b).

AS AND FOR A SECOND CAUSE OF ACTION

NYLL 650 et Seq. and 12 NYCRR 142-2.2 (Unpaid Overtime)

64. Plaintiffs allege and incorporate by reference the allegations in paragraphs 1 through 63 above as if set forth fully and at length herein.

65. At all times relevant to this action, Plaintiffs were employed by Defendants, individually and/or jointly, within the meaning of the New York Labor Law, §§ 2 and 651 and the regulations thereunder including 12 NYCRR § 142.

66. At all times relevant herein, Defendants, individually and/or jointly, failed to pay and willfully failed to pay Plaintiffs overtime compensation at rates not less than 1.5 times their regular rate of pay for each and all hours worked in excess of forty hours in a work week, in violation of the New York Minimum Wage Act and its implementing regulations. N.Y. Lab. Law §§ 650 et seq.; 12 NYCRR § 142-2.2.

Relief Demanded

67. Due to Defendants' NYLL overtime violations, Plaintiffs, and all those similarly situated, are entitled to recover from Defendants, their unpaid overtime compensation, maximum liquidated damages, prejudgment interest, attorney's fees, and costs of the action, pursuant to NYLL § 663.

AS AND FOR A THIRD CAUSE OF ACTION

(NYLL § 190, 191, 193, 195, 196 and 198)

68. Plaintiffs allege, and incorporate each and every allegation contained in paragraphs 1 through 68 above with the same force and effect as if fully set forth at length herein.

69. At all times relevant to this action, plaintiffs were employed by defendants, individually and/or jointly, within the meaning of the New York Labor law, §§ 190 et seq., including §§ 191, 193, 195, 196 and 198 and the applicable regulations thereunder.

70. At all times relevant to this action, plaintiffs were employed by defendants, individually and/or jointly, as manual workers, laborers or workingmen, within the meaning of the New York Labor Law § 190 et seq. including §§ 191, 193, 196, 198.

71. At all relevant times herein, defendants violated and willfully violated plaintiffs' rights under NY Labor Law § 190 et seq. including NY Labor Law §§ 191, 193, 196 and 198 by failing to pay plaintiffs their wages, including their non-overtime and overtime wages, (FLSA and NYMWA), their gratuities as set forth above, and reimbursement for wage deductions such as for traffic tickets etc., as required under NY Labor Law § 190 et seq.

72. At all times relevant herein, defendants failed and willfully failed to pay plaintiffs, all their wages, including their overtime and non-overtime wages on a weekly basis as required for manual workers like plaintiffs, in violation of N.Y. Lab. Law §§ 191, 198.

73. At all times relevant herein, defendants failed and willfully failed to provide plaintiffs, with the notice(s) required by NYLL 195(1) – plaintiffs are therefore entitled to and seek to recover in this action the maximum recovery for this violation, plus attorneys' fees and costs pursuant to NYLL 198 including NYLL 198(1-b), as well as an injunction directing defendants to comply with NYLL 195(1).

74. At all times relevant herein, defendants failed and willfully failed to provide plaintiffs with the statement(s) required by NYLL 195(3) – plaintiffs are therefore entitled to and seek to recover in this action the maximum recovery for this violation, plus attorneys' fees and costs pursuant to NYLL 198 including NYLL 198(1-d), as well as an injunction directing defendants to comply with NYLL 195(1).

Relief Demanded

75. Due to defendants' New York Labor Law Article 6 violations including violation of sections 191, 193, 196 and 198, plaintiffs are entitled to recover from defendants, their entire unpaid wages, including their unpaid non-overtime and overtime wages, gratuities as set forth above, reimbursement for wage deductions, maximum liquidated damages, including liquidated damages on wages paid later than weekly, prejudgment interest, maximum

recovery for violations of NYLL 195(1) and NYLL 195(3), reasonable attorneys' fees, and costs of the action, pursuant to N.Y. Labor Law § 190 et seq. including § 198.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that this Court grant the following relief:

76. Declare Defendants, individually and/or jointly (including their overtime and wage payment policy and practice as well as their wage deduction policy and practice), to be in violation of the rights of Plaintiffs under the FLSA and New York Labor Law - 12 NYCRR § 142, and Article 6 of the NYLL, including NYLL §§ 191, 193, 196 and 198.

77. As to the **First Cause of Action,** award Plaintiffs their unpaid overtime compensation due under the FLSA, together with maximum liquidated damages, costs and attorneys' fees pursuant to 29 USC § 216(b);

78. As to the **Second Cause of Action,** award Plaintiffs their unpaid overtime compensation due under the New York Minimum Wage Act and the regulations thereunder including 12 NYCRR § 142-2.2, together with maximum liquidated damages, prejudgment interest, costs and attorney's fees pursuant to NYLL § 663;

79. As to the **Third Cause of Action**, award plaintiffs their entire unpaid wages, including their unpaid non-overtime and overtime wages, unpaid gratuities as set forth above, reimbursement for wage deductions, maximum liquidated damages, including liquidated damages on non-overtime and overtime wages paid later than weekly, prejudgment interest, maximum recovery for violations of NYLL 195(1) and NYLL 195(3), reasonable attorneys' fees, and costs of the action, pursuant to N.Y. Labor Law § 190 et seq. including § 198, and issue an injunction directing defendants to comply with NYLL 195(1) and NYLL 195(3).

80. Award Plaintiffs, any relief requested or stated in the preceding paragraphs but which has not been requested in the WHEREFORE clause or "PRAYER FOR RELIEF", in addition to the relief requested in the wherefore clause/prayer for relief;

81. Award Plaintiffs further and different relief as the Court deems just and proper.

Dated: Queens Village, New York

November 28, 2014

Respectfully submitted,

Abdul Hassan Law Group, PLLC

/s/ Abdul Hassan _______________
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